

**AMENDMENT TO  
INTERIM DSL AGREEMENT  
BY AND BETWEEN  
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN  
AND  
DIECA COMMUNICATIONS, INC. d/b/a COVAD COMMUNICATIONS COMPANY**

Whereas, Wisconsin Bell, Inc.<sup>1</sup> d/b/a SBC Wisconsin ("SBC Wisconsin") and DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC") (collectively, the "Parties") entered into an Interim DSL Agreement which became effective on October 17, 2002, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

Whereas, on July 9, 2003, in it's UNE Compliance Order in Docket 6720-TI-161 ("WI UNE Compliance Order"), the Public Service Commission of Wisconsin ("PSCW") directed SBC Wisconsin to amend its interconnection agreements to incorporate the PSCW's determinations;

It is therefore agreed in consideration of the mutual promises contained herein that the Agreement is amended as follows:

**1. Add the following as paragraph 5.1.4 of Appendix UNE :**

**SBC-Wisconsin** will not require the BFR process for switch features that have been activated and loaded in the switch and that have been requested or provisioned previously in a UNE switch and that have been requested or provisioned previously in a UNE environment, i.e., ordering, billing and provisioning processes have been implemented. ("Loaded" in the switch means that it is included in the software installed in the switch. "Activated" in the switch means that the licensing fees are current; that no further license, right to use, or other fee needs to be paid to, and no enabling code or other mechanism or method needs to be obtained from, a third party; and that translations and USOCs for use with ULS are in place.)

2. Delete the current UNE price schedule and replace with the attached UNE price schedule. The rates listed in the UNE price schedule shall be implemented consistent with the WI UNE Compliance Order and CLEC's underlying Agreement.

3. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in the UNE price schedule attached to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).

4. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

6. In entering into this Amendment, The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and

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<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

remanded the UNE Remand and Line Sharing Orders in accordance with the decision. In addition, the FCC issued a press release in connection with the adoption of its Triennial Review Order on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001). Further, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147, 13 FCC Rcd 24011 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147, 14 FCC Rcd 4761 (rel. March 31, 1999), its I Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98, and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98, 16 FCC Rcd 2101 (rel. Jan. 19, 2001) (collectively the "Orders"). In addition, on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCAS w/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. By entering into this Agreement which makes available F&T Solution for HFPL and associated rates, terms and conditions, neither Party waives any of its rights with respect to the Orders, the Illinois Law or any other government action. The Parties further acknowledge and agree that the rates, terms and conditions ("provisions") set forth herein are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the provisions set forth in this Amendment, specifically including but not limited to those arising with respect to the Orders, the affected provision(s) will be invalidated, modified or stayed upon the written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement associated with any such invalidation, modification or stay. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

7. This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

**DIECA Communications, Inc. d/b/a Covad Communications Company**

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: *For/* President - Industry Markets

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FACILITIES-BASED OCN# \_\_\_\_\_**

**ACNA \_\_\_\_\_**